

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,
ex rel. JARED M. DEPOUW,

Plaintiffs,

Case No. 1:21-cv-548

v.

Hon. Jane M. Beckering
United States District Judge

DMR TRANSPORTATION, L.L.C., *et al.*,

Defendants.

_____ /

CORRECTED JOINT STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i) and the False Claims Act, 31 U.S.C. § 3730(b)(1), the United States of America, Relator Jared DePouw, and Defendants DMR Transportation, L.L.C., Semsi Salja, and Anes Suhonjic (together with DMR Transportation and Mr. Salja, the “Defendants,” and Defendants, together with the United States and Relator, the “Parties”), hereby agree as follows:

- The United States stipulates to the dismissal of Defendants with prejudice as to the United States, subject to the terms of the Parties’ Settlement Agreement attached hereto as Exhibit A (the “Settlement Agreement”). The stipulation of dismissal is without prejudice to the United States as to any conduct other than the Covered Conduct, as that term is defined in the Settlement Agreement (the “Covered Conduct”).
- Subject to the terms of the Settlement Agreement, Relator stipulates to the dismissal of this action against Defendants, with prejudice. This Stipulation does not dismiss Relators’ claims for statutory attorneys’ fees and costs as set forth in the Settlement Agreement (Exhibit A).

In support of this stipulation, the Parties state as follows:

To resolve the claims asserted against Defendants in this action, the Parties have executed a Settlement Agreement. Subject to the terms of that Settlement Agreement, the United States

stipulates to the dismissal of Defendants with prejudice as to the United States. The dismissal of Defendants, however, shall be without prejudice to the United States for any conduct other than the Covered Conduct.

Subject to the terms of the Settlement Agreement—including payment of attorney’s fees and costs as set forth in the Settlement Agreement—Relator stipulates to the dismissal of this action against Defendants, with prejudice. This Stipulation does not dismiss Relators’ claims for statutory attorneys’ fees and costs as set forth in the Settlement Agreement (Exhibit A).

The United States and Relator are entitled to dismiss this action at this time under the provisions of Federal Rule of Civil Procedure 41(a)(1)(A)(i). Defendants join this stipulation. The Court retains jurisdiction to enforce the terms of the Settlement Agreement.

Respectfully submitted,

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Dated: June 10, 2022

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